

MAY 27 1976 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of March 1, 1976, among BETHLEHEM STEEL CORPORATION ("Builder"), LOUISVILLE AND NASHVILLE RAILROAD COMPANY ("Railroad") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS, Builder and Railroad entered into a Conditional Sale Agreement dated as of March 1, 1975 ("Conditional Sale Agreement");

WHEREAS, Builder and Agent entered into an Agreement and Assignment dated as of March 1, 1975 ("Assignment");

WHEREAS, the Conditional Sale Agreement and the Assignment were each filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on April 23, 1975 and assigned respectively Recordation Numbers 7903 and 7903-A;

WHEREAS, Railroad has, pursuant to Article 7 of the Conditional Sale Agreement, made to the Agent a Casualty Value payment in the amount of \$432,000.00 and has directed the Agent to use such funds toward the cost of the standard-gauge railroad equipment set forth in Exhibit A hereto;

WHEREAS, the parties hereto desire to amend the Conditional Sale Agreement by adding to Schedule A thereto the equipment set forth in Exhibit A hereto and as a consequence to subject said equipment to the terms and conditions of the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The Conditional Sale Agreement is hereby amended to add to Schedule A thereto the equipment set forth in Exhibit A hereto.
2. The Assignment is hereby amended to incorporate the aforesaid amendment to the Conditional Sale Agreement.
3. The Conditional Sale Agreement and the Assignment, except as amended hereby, shall otherwise remain unaltered and in full force and effect.
4. The Railroad will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the parties hereto have caused  
this Amendment Agreement to be executed as of the date first  
above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By \_\_\_\_\_  
Assistant Vice President

(Corporate Seal)

Attest:

\_\_\_\_\_  
Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By   
Assistant Vice President

(Corporate Seal)

Attest:

  
~~Assistant Secretary~~  
ATTESTING OFFICER



COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF LEHIGH )

SS:

On this        day of May, 1976, before me personally appeared       , to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_.

(Notarial Seal)

COMMONWEALTH OF KENTUCKY)

COUNTY OF JEFFERSON )

SS:

On this 26<sup>th</sup> day of May, 1976, before me personally appeared M. H. Steer, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon W. Bowles  
Notary Public

My Commission expires \_\_\_\_\_.

(Notarial Seal)

# EXHIBIT A

Type	AAR Mechanical Designation	Builder's Specifi- cations	Builder's Plant	Quantity	Railroad Road Nos. (Inclusive)	Unit Base Price	Total Base Price	Time and Place of Delivery
60-ton open top hopper	HT	3400-440 12/5/75	Johnstown, Pennsylvania	17	521500- 521516	\$24,786.57	\$421,371.69	Prior to May 20, 1976 at Johns- town, Pa.

AMENDMENT AGREEMENT dated as of March 1, 1976, among BETHLEHEM STEEL CORPORATION ("Builder"), LOUISVILLE AND NASHVILLE RAILROAD COMPANY ("Railroad") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS, Builder and Railroad entered into a Conditional Sale Agreement dated as of March 1, 1975 ("Conditional Sale Agreement");

WHEREAS, Builder and Agent entered into an Agreement and Assignment dated as of March 1, 1975 ("Assignment");

WHEREAS, the Conditional Sale Agreement and the Assignment were each filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on April 23, 1975 and assigned respectively Recordation Numbers 7903 and 7903-A;

WHEREAS, Railroad has, pursuant to Article 7 of the Conditional Sale Agreement, made to the Agent a Casualty Value payment in the amount of \$432,000.00 and has directed the Agent to use such funds toward the cost of the standard-gauge railroad equipment set forth in Exhibit A hereto;

WHEREAS, the parties hereto desire to amend the Conditional Sale Agreement by adding to Schedule A thereto the equipment set forth in Exhibit A hereto and as a consequence to subject said equipment to the terms and conditions of the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The Conditional Sale Agreement is hereby amended to add to Schedule A thereto the equipment set forth in Exhibit A hereto.
2. The Assignment is hereby amended to incorporate the aforesaid amendment to the Conditional Sale Agreement.
3. The Conditional Sale Agreement and the Assignment, except as amended hereby, shall otherwise remain unaltered and in full force and effect.
4. The Railroad will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.



IN WITNESS WHEREOF, the parties hereto have caused  
this Amendment Agreement to be executed as of the date first  
above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By \_\_\_\_\_  
Assistant Vice President

(Corporate Seal)

Attest:

\_\_\_\_\_  
Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By \_\_\_\_\_  
Assistant Vice President

(Corporate Seal)

Attest:

\_\_\_\_\_  
Assistant Secretary

BETHLEHEM STEEL CORPORATION

(Corporate Seal)

Attest:

R. J. Masters  
Assistant Secretary

By W. L. Brughaw  
Vice President

STATE OF MARYLAND)  
) SS:  
CITY OF BALTIMORE)

On this            day of May, 1976, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company and that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_.

(Notarial Seal)

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF LEHIGH

On this 26th day of May, 1976, before me personally appeared W. C. Brigman, to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John H. Vary  
Notary Public

My Commission Expires

July 17, 1978

City of Bethlehem

Lehigh County

My Commission expires

(Notarial Seal)

COMMONWEALTH OF KENTUCKY)

) SS:

COUNTY OF JEFFERSON

On this \_\_\_\_\_ day of May, 1976, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

(Notarial Seal)

EXHIBIT A

Type	AAR Mechanical Designation	Builder's Specifi- cations	Builder's Plant	Quantity	Railroad Road Nos. (Inclusive)	Unit Base Price	Total Base Price	Time and Place of Delivery
80-ton open top hopper car	HT	3400-440 12/5/75	Johnstown, Pennsylvania	17	521500- 521516	\$24,786.57	\$421,571.69	Prior to May 20, 1976 at Johns- town, Pa.

AMENDMENT AGREEMENT dated as of March 1, 1976, among BETHLEHEM STEEL CORPORATION ("Builder"), LOUISVILLE AND NASHVILLE RAILROAD COMPANY ("Railroad"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS, Builder and Railroad entered into a Conditional Sale Agreement dated as of March 1, 1975 ("Conditional Sale Agreement");

WHEREAS, Builder and Agent entered into an Agreement and Assignment dated as of March 1, 1975 ("Assignment");

WHEREAS, the Conditional Sale Agreement and the Assignment were each filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on April 23, 1975 and assigned respectively Recordation Numbers 7903 and 7903-A;

WHEREAS, Railroad has, pursuant to Article 7 of the Conditional Sale Agreement, made to the Agent a Casualty Value payment in the amount of \$432,000.00 and has directed the Agent to use such funds toward the cost of the standard-gauge railroad equipment set forth in Exhibit A hereto;


WHEREAS, the parties hereto desire to amend the Conditional Sale Agreement by adding to Schedule A thereto the equipment set forth in Exhibit A hereto and as a consequence to subject said equipment to the terms and conditions of the Conditional Sale Agreement;

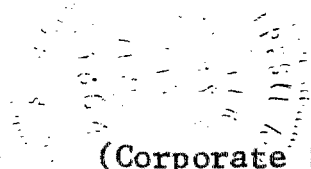
NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The Conditional Sale Agreement is hereby amended to add to Schedule A thereto the equipment set forth in Exhibit A hereto.
2. The Assignment is hereby amended to incorporate the aforesaid amendment to the Conditional Sale Agreement.
3. The Conditional Sale Agreement and the Assignment, except as amended hereby, shall otherwise remain unaltered and in full force and effect.
4. The Railroad will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the parties hereto have caused  
this Amendment Agreement to be executed as of the date first  
above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By   
Assistant Vice President

  
(Corporate Seal)

Attest:

  
Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By \_\_\_\_\_  
Assistant Vice President

(Corporate Seal)

Attest:

\_\_\_\_\_  
Assistant Secretary





COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF LEHIGH )

On this            day of May, 1976, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_.

(Notarial Seal)

COMMONWEALTH OF KENTUCKY)

) SS:

COUNTY OF JEFFERSON )

On this            day of May, 1976, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_.

(Notarial Seal)

EXHIBIT A

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Railroad Road Nos. (Inclusive)</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Time and Place of Delivery</u>
80-ton open top hopper car	HT	3400-440 12/5/75	Johnstown, Pennsylvania	17	521500- 521516	\$24,786.57	\$421,371.69	Prior to May 20, 1976 at Johns- town, Pa.